**GOVERNMENT OF ANDHRA PRADESH**
**ABSTARCT**

Tribal Welfare Department - Acquisition of Land to an extent of Ac.3.40 cents and Ac.0.08 cents in Survey No.1/1, 1/2 and 1/3 of Kondasantha Village, Koyyuru Mandal, Sy.No.100/6/B of Meduru Village, Chintapalli Mandal, Visakhapatnam District in favour of Andhra Pradesh Scheduled Tribes Cooperative Finance Corporation Limited (TRICOR) and in-turn giving licence to M/s ESSAR Steels Ltd., Visakhapatnam for the purpose of construction of Valve Station for transportation of Iron Ore in the form of slurry through underground pipeline – Terms and Conditions – Orders - Issued.

---

**SOCIAL WELFARE (TW.GCC) DEPARTMENT**

**G.O.MS.No. 87** **Dated: 12-06-2018**

**Read the following:-**

1) G.O.Ms.No.610, S.W. (TW.GCC.1) Department, dated 12-10-2006.
2) G.O.Ms.No.611, S.W.(TW.GCC.1) Department, dated 12-10-2006.
3) M/s ESSAR Steel Ltd., Visakhapatnam, letter dated 24-02-2015.
4) From the MD, TRICOR, Lr.Rc.No.TRICOR/B1/1424/2003, dt 19-10-2015.

*****

**ORDER:**

Whereas, in the G.Os 1st and 2nd read above, Government have permitted for acquisition of land to an extent of Ac.3.40 and 0.08 cents in Survey No.1/1, 1/2 and 1/3 of Kondasantha Village, Koyyuru Mandal, Sy.No.100/6/B of Meduru Village, Chintapalli Mandal, Visakhapatnam District for the purpose of construction of Slack Flow Station, C.P. Station and Valve Station by M/s Essar Steels Ltd., Visakhapatnam District under Section 17 (4) of the Land Acquisition Act.

2. Whereas, in the letter 4th read above, the Managing Director, Andhra Pradesh Scheduled Tribes Cooperative Finance Corporation Limited (TRICOR) has informed that the M/S ESSAR Steel Ltd., Visakhapatnam has requested for permission to utilize the acquired lands to set up Valve Station and C.P. Station and informed that the lands were acquired in favour of TRICOR and requested to grant license/permission for utilization of the same.

3. The Managing Director, Andhra Pradesh Scheduled Tribes Cooperative Finance Corporation Limited (TRICOR) has, therefore, requested to issue necessary orders in the matter as it was mentioned in the G.Os 1st and 2nd read above, i.e. that the terms and conditions for handing over the acquired land for the use of the M/s ESSAR Steels Ltd., will be issued separately.

4. Accordingly, Government after careful examination of the matter, hereby issue the following terms and conditions for giving license to M/s ESSAR Steels through TRICOR to utilize the acquired lands to set up Valve Station and C.P. Station:-

(1) The user agency may be granted permission to utilize the land under the provisions of the Indian Easements Act-1882 as per section 60.1. Licence when revocable-A Licence may be revoked by the guarantor, unless-

(a) it is coupled with a transfer of property and such transfer is in force;
(b) the Licensee, acting upon the licence, has executed a work of a permanent character and incurred expenses in the execution.

**(P.T.O.)**

(2) The user agency has to pay the license fees, premium or annual rent, which is to be levied and subject to revision in future. If the premium/rent so fixed is not paid regularly, the Andhra Pradesh Scheduled Tribes Cooperative Finance Corporation Limited (TRICOR) reserves its right to impose penalty or interest.

(3) The user agency shall from time to time during the term of lease, pay and discharge all taxes rates of assessments and other statutory charges as applicable.

(4) If the user agency is unable to utilize the entire land granted on license within the period prescribed, the Andhra Pradesh Scheduled Tribes Cooperative Finance Corporation Limited (TRICOR) shall have the right of re-entry in to the surplus unutilized land without payment of any sort of compensation after giving due opportunity for representing the case.

(5) The user agency shall use the premises of the land only for the purpose mentioned in the license and if it is used for any other purpose without the previous permission of the TRICOR, the license is liable for cancelation.

(6) The user agency shall, at its own expenses forthwith erect and keep in good condition, the boundary marks along the boundaries of the said land according to the demarcation shown in the plan hereto annexed.

(7) The land shall be used for the purpose for which the land is allotted and for no other purpose.

(8) The license fees, premium or annual rent shall be paid by the licensee w.e.f. the date of passing of award in favour of TRICOR.

(9) The Andhra Pradesh Scheduled Tribes Cooperative Finance Corporation Limited (TRICOR)/Government may resume the land wholly or in part with any buildings there on, in the event of infringement of any of the conditions of the grant. In the event of such resumption, no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant. If there are buildings on the land, the TRICOR/Government may direct the grantee to remove them.

(10) The Andhra Pradesh Scheduled Tribes Cooperative Finance Corporation Limited (TRICOR)/Government may resume the land wholly or in part with any buildings thereon, if in the opinion of the Government that the land is required for a public purpose or for conducting mining operations. In the event of such resumption or in the event of the acquisition of the land for any reason, the compensation payable for the land and trees shall not in any case exceed the amount paid for them by the grantee or their value at the time of resumption or acquisition whichever is less.

(11) In the event of the resumption of the land or in the event of the acquisition of the land for any reason, the compensation payable for buildings or other improvement shall not in no case exceed the amount paid for them by the grantee at the time of grant or their value at the time of resumption or acquisition whichever may be less, together with the initial cost or the value at the time of resumption or acquisition whichever may be less of any buildings erected or other improvements

effected on the land by the grantee in accordance with the terms of the grant. The amount of any grant made by the TRICOR/Government towards the cost of the buildings and other improvements shall be deducted from the compensation payable under this condition.

(12) In the event of voluntary relinquishment of the land by the grantee no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee, but the grantee shall be entitled to the repayment of any amount that may have been paid to the TRICOR/Government, for the grant, or the value of the land at the time of relinquishment which ever is less.

5. The Managing Director, Andhra Pradesh Scheduled Tribes Cooperative Finance Corporation Limited (TRICOR), Vijayawada is requested to take further necessary action in the matter accordingly.

**(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)**

**S.S. RAWAT**
**PRINCIPAL SECRETARY TO GOVERNMENT (TW)**

**To**

The Managing Director, Andhra Pradesh Scheduled Tribes Cooperative Finance Corporation Limited (TRICOR), Vijayawada.

**Copy to**

The District Collector, Visakhapatnam.
The Director of Tribal Welfare, A.P, Vijayawada.
The Revenue (LA) Department, Secretariat, Velagapudi.
The LAW (C) Department, Secretariat, Velagapudi.
The PS to Joint Secretary to C.M.
The OSD to Min (SWE&TWE).
The PS to Principal Secretary to Govt. (TW).
M/s ESSAR Steel India Limited, Near Flyover,
Scindia Road, Visakhapatnam-530 004.
SF/SC

**// FORWARDED :: BY ORDER //**

**SECTION OFFICER**